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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/873,217	06/05/2001	Koichi Toyoda	040373/0304	4020
22428 7590 03/26/2007 FOLEY AND LARDNER LLP SUITE 500 3000 K STREET NW WASHINGTON, DC 20007			EXAMINER VAN DOREN, BETH	
			ART UNIT	PAPER NUMBER
			3623	
SHORTENED STATUTORY PERIOD OF RESPONSE		MAIL DATE	DELIVERY MODE	
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Please find below and/or attached an Office communication concerning this application or proceeding.

If NO period for reply is specified above, the maximum statutory period will apply and will expire 6 MONTHS from the mailing date of this communication.

Office Action Summary

Application No.

09/873,217

Applicant(s)

TOYODA ET AL.

Examiner

Beth Van Doren

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 09 January 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-4, 7-12 and 16-20 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-4, 7-12 and 16-20 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

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DETAILED ACTION

1. The following is a Final Office action in response to communications received 01/09/2007. Claims 1, 7, and 16 have been amended. Claims 1-4, 7-12, and 16-20 are pending.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

3. Claims 1-4, 7-12, and 16-20 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter that was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention.

In the current amendment, the following limitations were added to claims 1, 7, and 16:

“wherein an e-mail address of the at least one new dispatchable temporary worker included in the matching dispatchable temporary worker information is also transmitted by said means for searching to said job offer terminal via said network; and

wherein at least one e-mail is sent from said job offer terminal to the email address of the at least one new dispatchable temporary worker and vice versa, in a contract negotiation phase”.

However, examiner is unable to find disclosure of an email address associated with temporary worker information or emails being sent back and forth between the job offer terminal and the email address in a contract negotiation phase in the originally presented specification.

Pages 23-24 of the originally presented specification discuss a job offer clerk at the job offer

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terminal communicating with the registrant associated with the temporary worker information using an e-mail address, the job offer clerk negotiating and contracting with the registrant.

However, while examiner can find a recitation of mail addresses in the original specification (associated with the temporary worker information), examiner is unable to find any recitation of e-mail addresses and further using email addresses to perform back and forth emailing for contract negotiation. Clarification is required.

Claims 2-4, 8-12, and 17-20 depend from claims 1, 7, and 16, respectively, and therefore contain the same deficiencies.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1-4, 7-12, and 16-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Arrowood (U.S. 2002/0010614) in view of Richardson (U.S. 2002/0072946).

As per claim 1, Arrowood teaches a temporary worker information management system comprising a network, a dispatching terminal connected to the network, a job offer terminal connected to the network, and a dispatching information server connected to the network, said dispatching terminal comprising:

means for transmitting dispatchable temporary worker information representing the number of dispatchable temporary workers, a skill thereof, and a dispatchable period, which have

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been entered, to said dispatching information server when a dispatchable temporary worker availability request occurs in an organization (See paragraphs 0014, 0061, 0063-4, 0109-0115, wherein the employee information is stored in the system (i.e. skills, ratings, etc.) and the client transmits information concerning the need for temporary worker(s), including the number of workers, the skills of the workers, the duration, etc);

means for displaying job offer information representing the desired number of dispatched temporary workers, a desired skill thereof, and a desired dispatching period, transmitted from said dispatching information server (See figures 21-2, wherein the information is displayed);

said job offer terminal comprising:

means for transmitting job offer information representing the number of temporary workers desired to be dispatched, a skill thereof, and a desired dispatching period, which have been entered, to said dispatching information server when a request for a temporary worker occurs (See figures 21-22, paragraphs 0014, 0109-0115, wherein the request is transmitted over the network);

means for displaying dispatchable temporary worker information transmitted from said dispatching information server (See figures 21-22, paragraphs 0014, 0009-0116, and 0121, wherein temporary worker information is displayed);

said dispatching information server comprising:

means for registering dispatchable temporary worker information transmitted from said dispatching terminal (See paragraphs 0014, 0064, 0067, 0110-5, wherein the worker information is registered and stored);

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means for registering job offer information transmitted from said job offer terminal (See paragraphs 0061, 0063, 0112-0113, wherein the job offer information is registered with the system and stored);

means for searching job offer information registered therein when dispatchable temporary worker information is transmitted from said dispatching terminal, and, if there is job offer information that matches said dispatchable temporary worker information, transmitting said dispatchable temporary worker information to said job offer terminal which has registered the matching job offer information (See paragraphs 0014, 0016, 0110-2, wherein a search occurs using the databases of the system); and

means for searching dispatchable temporary worker information registered therein when job offer information is received, and if at least one new dispatchable temporary worker information that matches said job offer information, transmitting the matching dispatchable temporary worker information to said job offer terminal (See paragraphs 0014, 0016, 0110-2, wherein a search occurs using the databases of the system).

Further, Arrowood discloses creating employee profiles, searching the temporary employee database for employee profiles to fill requested orders by clients, and assigning temporary employees to jobs based on the orders, the assignment expiring after a fixed amount of time. Arrowood therefore discloses new dispatchable temporary workers being added to the system, the workers' having profiles including skill sets (See paragraphs 0014, 0016, 0110-3).

wherein an e-mail address of the at least one new dispatchable temporary worker included in the matching dispatchable temporary worker information is also transmitted by said

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means for searching to said job offer terminal via said network (See paragraphs 0017, 0047, 0064, 0121, 0142, which discloses address and email information of a worker).

wherein at least one e-mail is sent from said job offer terminal to the email address of the at least one new dispatchable temporary worker (See paragraphs 0017, 0047, 0064, 0121, 0142, which discloses address and email information of a worker, wherein at least one email is sent from the job offer terminal to the email address).

Finally, Arrowood discloses employment terms and information (See paragraph 0064).

However, Arrowood does not expressly disclose that the new dispatchable temporary worker is specifically matched with currently registered job offer information, the dispatchable temporary worker information received after the job offer information is received. Arrowood further does not expressly disclose that an email is sent to the new dispatchable temporary worker, and vice verse, in a contract negotiation phase.

Ricardson discloses that a new worker is specifically matched with currently registered job offer information, the worker information received after the job offer information is received (See paragraphs 0017, 0021, 0024, 0029, 0088, 0096, where an employee placement service provides a service when a search by an employer provides no matching worker resumes. The service stores the criteria in memory and when a worker resume is entered into the system, the employer is provided a report of the match. See specifically paragraph 0029). However, Richardson does not expressly disclose disclose that an email is sent to the new dispatchable temporary worker, and vice verse, in a contract negotiation phase.

Both Arrowood and Richardson disclose employee placement/matching systems where job offer information (search criteria) is used to search the databases of the system for a worker

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to fill client/employer requests. Arrowood further discloses that new employee profiles can be added to the system and then search when a job request is received. Richardson specifically discloses the situation of when no matches are returned, providing a report when new worker resumes are added to the system. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention match the newly added temporary employee to currently registered (i.e. pending) job offer information in the system of Arrowood in order to increase the ease of future staffing through the use of an automated system. See paragraphs 0004 and 0014.

Further, Arrowood discloses employment terms and information. Arrowood further discloses email capabilities between the temporary worker and the system. Examiner takes official notice that is old and well known for an employee and employer to work out terms of employment through contract negotiation before an employee takes a job with the employer. Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to include email negotiation of employment terms to arrive at the employment information of Arrowood in order to more efficiently work of the employment information/terms using the known benefits of automation.

As per claim 2, Arrowood teaches said dispatching information server comprising means for authenticating the user based on the registered user information when said dispatching information server is logged (See paragraphs 0066-0071, 0141-2, wherein the user is authenticated), and

wherein the evaluation information is provided along with the dispatchable temporary worker information to subsequent job offer information requests output from said job offer

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terminal (See paragraphs 0062, 0064, 0075-6, 0095, 0122-3, which discloses the evaluation information being provided to the client for a subsequent job request).

As per claim 3, Arrowood teaches each of a temporary worker dispatcher and a temporary worker recipient that are each members of an online system (See paragraphs 0014, 0066-0071, 0141-2). However, Arrowood does not expressly disclose that the members pay a fixed membership fee and a predetermined ratio of a dispatching cost to an administrator of this system.

Arrowood discloses that a client (i.e. company needing a temporary employee) may request and search for a temporary employee, the temporary employee and the client both registered with the system. It is and well known to require fee for service. It would have been obvious to one of ordinary skill in the art at the time of the invention to charge both the client and the temporary employee for their user accounts maintained by the system as well as the services the system provides in order to more efficiently support the operations of the system and also provide an element of quality control as only serious users will utilize the system.

As per claim 4, Arrowood teaches wherein said dispatching terminal, said job offer terminal, and said dispatching information server are installed in a company or companies which cooperate with each other (See paragraphs 0014-5, 0049, 0067-70, 0099-0101, 0115-0116, 0119, wherein the terminals are installed in a company or companies that cooperates).

Claims 7-9, 10, and 16 recite equivalent limitations to claims 1-3, 4, and 1, respectively, and therefore rejected using the same art and rationale as applied above.

As per claim 11, Arrowood teaches wherein said job offer terminal further comprises:

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transmitting an entered evaluation report on an evaluation of the skill of a dispatched temporary worker to said dispatching information server via said network (See paragraphs 0017, 0055, 0062, 0064, 0075-6, 0095, and 0122-3, where evaluations of employees are transmitted and stored via the network);

generating dispatching contract evaluation information which reflects details of an evaluation report transmitted from said job offer terminal via said network (See paragraphs 0062-4, 0075-7, 0095, 0099-0101, 0122, 0126, wherein information is generated that details the evaluation reports. See also figures 23-25, 27, 30-31);

registering the generated dispatching contract evaluation information in said dispatching information server (See paragraphs 0017, 0055, 0062, 0064, 0075-6, 0095, 0122-3, which discuss different types of evaluation information maintained in the system, this evaluation information transmitted and viewable as output. See also paragraph 0014, 0017, 0141-2, which discloses updating employee information by registering profile reformation in the system);

transmitting the generated dispatching contract evaluation information to said dispatching terminal via said network (See paragraphs 0017, 0055, 0062, 0064, 0075-6, 0095, 0122-3. See also paragraphs 0014, 0017, 0141-2);

transmitting an entered dispatching contract evaluation information referring request from said job offer terminal to said dispatching information server (See paragraphs 0062-4, 0075-7, 0095, 0099-101, 0122, 0126, wherein evaluation information is entered and transmitted);

transmitting an entered dispatching contract evaluation information referring request from said dispatching terminal to said dispatching information server via said network (See

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paragraphs 0062-4, 0075-7, 0095, 0099-0101, 0122, 0126, wherein evaluation information is entered and transmitted);

transmitting dispatching contract evaluation reformation registered in said dispatching information server to said dispatching terminal and said job offer terminal via said network in response to dispatching contract evaluation information referring requests transmitted from said dispatching terminal and said offer terminal (See paragraphs 0062-4, 0075-7; 0095, 0099-101, 0122, 0126, wherein information is generated that details the evaluation reports. See also figures 23-25, 27, 30-31);

displaying dispatching contract evaluation information transmitted from said dispatching information server via said network on said job offer terminal (See figures 23-25, 27, 30-31, which displays evaluation information);

displaying dispatching contract evaluation information transmitted from said dispatching information server (See figures 23-25, 27, 30-31, which displays evaluation information).

As per claim 12, Arrowood teaches wherein said dispatching information server comprises means for registering user information of a user of the temporary worker information management system in advance, and authenticating the user based on the registered user information when said dispatching information-server is logged in (See paragraphs 0064, 0066-0071, 0141-2, wherein the user is registered and authenticated).

As per claim 17, Arrowood teaches wherein the transmitting means transmits the matching dispatchable temporary worker information to said job offer terminal and to said dispatching terminal, so that said new dispatchable temporary worker is provided with said job offer information and any other job offer information that matches a skill set of said new

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dispatchable temporary worker (See paragraphs 0014, 0016, 0110-2, 0121, where the matches are transmitted to the job offer terminal. When the match is confirmed by the organization, the match is transmitted to the dispatching terminal so that the employee may be notified of the match along with other information about the offered job, such as special requests by the client organization. See paragraphs 0014, 0016, 0110-3, wherein new dispatchable temporary workers are added to the system, the workers' having profiles including skill sets.)

Claim 18 recites substantially similar limitations to claim 17 and is therefore rejected using the same art and rationale set forth above.

As per claim 19, Arrowood teaches wherein transmitting means transmits the matching dispatchable temporary worker information to said job offer terminal as well as searching for a match (See paragraphs 0014, 0016, 0110-2, 0121). Arrowood further discloses storing a submitted order in an order database (See paragraph 0112). However, Arrowood does not expressly disclose transmitting the matching dispatchable temporary worker information after said transmitting means had previously transmitted a 'no match' information to said job offer terminal for the same job offer information.

Richardson discloses transmitting the matching worker information after said transmitting means had previously transmitted a 'no-match' information to said job offer terminal for the same job offer information (See paragraph 0029).

Both Arrowood and Richardson disclose searching for employees that match specific qualifications. Richardson specifically discloses the situation where no candidate matches the requirements and then transmitting worker information when a worker resume is added to the system that matches the requirements of the employer's search. Therefore, it would have been

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obvious to one of ordinary skill in the art at the time of the invention to transmit a matching worker after previously no match had been found in order to more efficiently match workers to jobs to satisfy orders placed by client organizations.

Claim 20 recites substantially similar limitations to claim 19 and is therefore rejected using the same art and rationale set forth above.

Response to Arguments

6. Applicant's arguments with respect to claims 1-4, 7-12, and 16-20 have been considered but are moot in view of the new grounds of rejection, as necessitated by amendment.

7. Examiner notes that official notice was taken by the Examiner in claims 3 and 9 that certain subject matter is old and well known in the art. Per MPEP 2144.03(c), because no traversal of this statement was made in the instant response (which is the subsequent response), these statements are taken as admitted prior art.

Conclusion

8. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37

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CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Beth Van Doren whose telephone number is 571-272-6737. The examiner can normally be reached on M-F, 8:00-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on 571-272-6729. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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March 20, 2007

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